



Lease/Residency Agreement

This agreement is entered into this _____ day of _____, 20____, between Highland Regency House, "Owner," and _____, "Tenant".

WHEREAS, The owner and landlord of Highland Regency House is **Highland Regency House, LLC**, a Wisconsin limited liability company "Owner". The manager of Highland Regency House, who is authorized by Owner to manage Highland Regency House and is an agent authorized by Owner to accept service of process and receive and give receipts for notices and demands is **Kingsway Management Services, Inc.**, a Minnesota corporation at 337 South Meridian Street, Belle Plaine, Minnesota 56011. This is a senior independent living rental facility for seniors, seniors defined as persons 55 and older, at 1520 Sunset Avenue, New Ulm, Minnesota ("the Facility"); and

WHEREAS, Owner and Tenant agree that rights, duties and obligations arising out of such relationships be defined in writing;

NOW, THEREFORE, in consideration for mutual covenants, agreements, and promises herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, it is agreed as follows:

- I. **TENANT DEFINED.** The word "Tenant" shall mean an (the) elderly person(s) who intend(s) to be (a) member(s) of an elderly household, who sign(s) this Agreement, and who is (are) to be an occupant or occupants of a unit in the Facility. "Tenant" shall also mean all of the persons who sign this Agreement if more than one person has signed this Agreement. An "elderly household" is defined as, "A dwelling unit occupied by not more than two (2) persons, each of whom is an elderly person." As recited above, for purposes of this Agreement, an elderly household may include one person under the age of 55 (see Paragraph on "Survivorship Rights").
 - a. **OCCUPANT AND NAMED OCCUPANT DEFINED.** An Occupant is a person who may or may not be an elderly person who may occupy a unit as long as said Occupant resides with an elderly person who is a Tenant. An Occupant who is not a Tenant must be a Named Occupant. A Named Occupant is a person who has endorsed this agreement and agreed to be bound by the terms of this agreement. Said Named Occupant may not change except with the agreement and permission of Owner. If the Tenant with whom said Named Occupant resides dies, the Named Occupant may continue to occupy Tenant's unit only if the Named Occupant qualifies as an elderly person, can maintain himself/herself independently as required in other paragraphs of this agreement. A Named Occupant has no survivorship rights.
- II. **UNIT OCCUPIED.** Tenant shall occupy Unit No. _____ in Highland Regency House.
 - a. Garage Space No. _____
 - b. Storage Space No. _____
- III. **TIME OF OCCUPANCY.** The unit assigned will be available for occupancy on _____.



Rent is payable upon taking occupancy or, if the unit is not occupied within three (3) months of signing this Agreement or of the date the unit is available for occupancy, whichever occurs last, the rent begins on the first day of the first calendar month following the date the unit is available for occupancy.

IV. TERM OF AGREEMENT, INCREASES IN MONTHLY RENT, PAYMENT DUE DATES, LATE FEES AND ATTORNEY FEES.

- a. Term of Agreement. This Agreement is a month-to-month agreement from the first to the last day of a calendar month, that automatically renews and continues to renew for successive calendar months until terminated or amended by Tenant or Management as provided in this Agreement. If, for reasons beyond Management's control, Management cannot provide all features and services on the Date of Possession, Tenant agrees that Tenant will not sue Management for any resulting damages and that Tenant's sole remedy will be a pro rata reduction in rent and other charges due under this Agreement until Management is able to provide those features and services.
- b. Changes in Monthly Rent and Changes in Available Services and Additional Charges. Management may change the monthly rent, the services and features included in the monthly rent as outlined on Attachment A, and all additional services and supplies, and the charges and fees for the services and supplies described in Attachment C, at any time by giving written notice to Tenant at least one (1) calendar month prior to the first (1st) day of the month for which the changes are to be effective.
- c. Payment Due Dates. Management will bill Tenant for the monthly rent, garage (if applicable), and any home care packages Tenant may receive. Management will invoice Tenant for any other services and charges during the month after delivery of services. Full payment of all statements from Management is due by the first (1st) day of each month, without any obligation for Management to make any demand for payment. Even if Tenant is unavailable to receive delivery of any statement, Tenant is responsible to make prior arrangements for prompt payment of all amounts due. If any of the monthly rent or other charges is being reimbursed by insurance, Tenant is expected to pay Management in full by the first (1st) day of each month; Tenant may then be reimbursed by Tenant's insurance company. Payments may be made by automatic deposit, by check or money order payable to Highland Regency House, by credit cards, by debit cards, and by cash and may be made either in person or by mail to the Business Office of Highland Regency House. Tenant will pay for services and supplies provided by third parties according to the billing and payment policies established by those third parties. Tenant will defend, indemnify, and hold Management harmless from any claims by third parties for services or supplies provided to Tenant.
- d. Late Charges, Returned Check Service Charge, and Other Collection Costs. Management will charge Resident a \$15.00 late charge if Resident does not pay all statements in full by the fifth (5th) day of any month. Management will charge Resident a returned check service charge as assessed by Management's bank for each check returned if it is not paid by Resident's bank for



any reason. Resident is also responsible for any and all costs associated with Resident's breach of any of the terms of this Agreement and with the enforcement of this Agreement, including but not limited to costs associated with collection activities and evicting Resident incurred by Management, whether by court action or otherwise, including but not limited to additional staff time, court costs, costs of eviction, reasonable attorneys' fees, and late charges calculated at the rate of eight percent (8%) annual interest beginning one month after the invoice date to the extent allowable by law.

V. FEES. The schedule for payment is as follows:

- \$ _____ monthly rent
- \$ _____ security deposit (one month's rent)
- \$ _____ garage fee/month (\$50 optional)
- \$ _____ storage fee/month (\$20 optional)
- \$ _____ pet fee/lease (\$500 optional)

The monthly rent fee includes heat, water, garbage removal, outdoor maintenance and common space usage. Any costs outside those listed previously are the responsibility of the tenant. i.e. cable, internet, satellite, etc.

VI. APPLICATION FEE REFUND. If this Agreement is terminated prior to occupancy for any reason, the entire Fee paid to Owner shall be refunded to Tenant or his/her estate within thirty (30) days of written notice given to Owner.

VII. SECURITY DEPOSIT. Tenant has paid a security deposit upon execution of this Agreement, receipt of which is acknowledged by Management, as listed on Page 1 of the Contract, as security for faithful performance under this Agreement and return of the Apartment in an appropriate condition. The Security Deposit will bear simple interest in accordance with Minnesota state law and will be handled in accordance with current state law and with this Agreement.

If Tenant moves from one Apartment to another during the term of this Agreement, Management will transfer the Security Deposit to the other Apartment. Management reserves the right to charge Tenant for any costs it may incur, including its standard rehabilitation fee to restore the first Apartment to its condition at the commencement of this Agreement, ordinary wear and tear from careful use excepted, and to require Tenant to pay sufficient funds to restore the Security Deposit to its original amount.

- a. Deduction from Security Deposit During Term of Agreement. At any time during the term of this Agreement, Management may deduct from the Security Deposit such amounts as Management believes are reasonably necessary to remedy defaults in payment or performance of Tenant under this Agreement or to restore the premises to their condition at the commencement of this Agreement, ordinary wear and tear from careful use excepted. In such case, Management will invoice Tenant for that same amount in order to restore the Security Deposit to its initial amount, and such invoice will become due and payable by Tenant



as an additional service as set forth above. Failure of Tenant to pay such additional deposit will be grounds to terminate this Agreement.

- b. Return of Security Deposit. Upon termination of this Agreement and when the Apartment is vacated, Management will return the Security Deposit to Tenant as state law may require. Management may withhold such amounts as Management believes are reasonably necessary to remedy defaults in payment or performance of Tenant under this Agreement or to restore the premises to their condition at the commencement of this Agreement, ordinary wear and tear from careful use excepted. Management will send a written statement to Tenant explaining any amounts Management withholds if Management has received written notice of the new mailing address of Tenant. The Security Deposit may not be used by Tenant as payment of Tenant's last month's rent.
- c. Not Sole Remedy. Use of the Security Deposit is not the sole remedy of Management for any violation of this Agreement by Tenant. Tenant does not have the right to demand that Management use the Security Deposit to rectify or cure any violation of this Agreement.

VIII. TERMINATION OF AGREEMENT.

- a. Termination by Tenant. This Agreement can be terminated by the Tenant under any of the following conditions:
 - i. For any reason at least 30 days prior to the occupancy date provided written notice is given to the Owner;
 - ii. In the event of the Tenant's death subsequent to the occupancy date, this Agreement can be terminated thirty (30) days from the last day of the month following receipt by Owner of written notice of the death of the Tenant; or
 - iii. The Tenant may terminate this Agreement at any time by delivering a written notice to Owner that specifies the effective termination date which shall be at least thirty (30) days from the last day of the month after receipt by the Owner of said notice.
- b. Termination by Owner. Subject to Owner's policies then in effect, Owner may terminate this Agreement and the Tenant shall have no further right to or claim upon the Owner for the use or occupancy of the unit upon the expiration of thirty (30) days of the last day of the month immediately following the month the Owner has given written notice to the Tenant that any of the following conditions have occurred:
 - i. In the sole opinion of the Owner, continued occupancy by the Tenant is deemed detrimental to the health, safety or peace of either the Tenant or other Tenant(s) in the Facility; or
 - ii. The Tenant, in the sole opinion of the Owner, requires prolonged nursing home, hospital, or other institutional care. Owner will comply with Section VII in the determination required by this subsection; or
 - iii. The Tenant has violated the rules and regulations promulgated by Owner; or
 - iv. The Tenant is in default in the payment of his or her rent.

- IX. FALSE DATA.** False, fraudulent or misleading information is grounds for immediate eviction.



- X. TENANT HEALTH STATUS.** If the mental and/or physical health of the Tenant deteriorates to the level whereby the Tenant no longer meets the Facility's admissions and residency criteria, Owner reserves the right to seek additional consultation as to the need to admit Tenant to a more appropriate facility. In such cases, Tenant, Tenant's family and Tenant's physician shall be consulted. Tenant hereby gives permission to his/her physician to release information to Owner about Tenant's health, including but not limited to, diagnosis, information about current physical and mental status, prognosis, and such other medical information as Owner may deem appropriate to make decisions concerning Tenant's continued occupancy of his/her unit.
- XI. INSOLVENCY OF TENANT.** If the Tenant becomes insolvent or otherwise unable to pay rent or other expenses, the Tenant and Owner shall make reasonable efforts to find alternative financial sources with which to pay Tenant's financial obligations to the Facility. Owner does not guarantee that it will be able to locate or obtain alternative financial sources to assist Tenant. It is the policy of the Owner to fully comply with the provisions of the Internal Revenue Code of 1986, as amended, Section 501(c)(3) and any regulation or ruling promulgated thereunder (including Revenue Ruling 72-124) to the extent that such provisions are enforceable.
- X. NO LIABILITY OF HIGHLAND REGENCY HOUSE.**
- a. Personal Property of Tenant; No Liability of Management. Management has no responsibility to Tenant or any third party for any personal property placed in the Apartment or in any other location within Highland Regency House by Tenant or the owner of such personal property. Management is not responsible to Tenant or any third party for loss of any personal property by theft or any other cause. Tenant assumes all risk for harm to or loss of any of Tenant's personal property, and agrees to release, indemnify, defend, and hold Management harmless from any and all liability with respect to harm to or loss of any of Tenant's personal property. Tenant is encouraged to secure an apartment or renter's insurance policy to protect against such loss, if so desired. Failure to secure such insurance may subject Tenant to personal financial responsibility for such loss.
 - b. Motor Vehicle Use; No Liability of Management. Tenant is solely responsible for personal injury to Tenant or any other person, property damage, or other loss as a result of Tenant's owning, maintaining, operating and/or parking of a motor vehicle on or off the premises of Highland Regency House. Tenant assumes all risk for harm to or loss of Tenant's motor vehicle, and agrees to release, indemnify, defend, and hold Management harmless from any and all liability connected with Tenant's owning, maintaining, operating, and/or parking a motor vehicle. Management reserves the right to demand evidence of current registration and insurance on said vehicle and Tenant's current and valid driver's license at any time. Failure to provide such evidence will be grounds for a restriction on vehicle use on the premises and/or termination of this Agreement.
 - c. No Liability of Management for Certain Other Losses or Damages. Tenant acknowledges familiarity with the Apartment, the premises and services of Highland Regency House and is therefore willing to, and does, assume all risk associated with occupancy. Tenant further acknowledges that Management is not an insurer of Tenant's safety. Management, its employees, and its agents are not liable to Tenant or to any other person for any loss or inconvenience of any kind, including personal injuries sustained by Tenant or any other person, or any loss or damage to property, which is not a direct result of intentional or negligent acts in



violation of applicable standards of care. For example, Management is not liable to Tenant for any injury, loss, or damage to any property or person, whether caused by fire, explosion, leakage, seepage, bursting, deluge or overflow of water or sewage or damage occasioned by water, or for any damage arising from acts or negligence of other residents, or for any loss of any articles by theft, vandalism or any other cause. Management is not responsible for the actions of, or for any damages, injury or harm caused by, third parties (such as other residents, family members, guests, intruders, or trespassers) who are not under the control and direction of Management. Tenant agrees to release, indemnify, defend, and hold Management harmless from any and all liability connected with Tenant's occupancy of the Apartment, except as limited herein. Tenant further agrees to indemnify, defend, and hold Management harmless from any and all liability caused by or related to the acts of Tenant or Tenant's agents, family members, or guests. When Tenant begins occupancy of the Apartment, Tenant acknowledges that Tenant has inspected it and found it to be thoroughly cleaned and accepts it in its then present condition without any obligation on the part of Management to make any further cleaning, alterations, improvements, or repairs, except as may be acknowledged in a separate document signed by Management.

XII. RESPONSIBILITIES OF TENANT. The responsibilities of Tenant under this Agreement are to:

- a. Pay all amounts due to Management in full and on time as set forth herein, even notwithstanding any claims or disputes with Management.
- b. Use the Apartment for residential purposes only. Allow no person other than those defined as Tenant herein to occupy the Apartment. Allow no more than two guests to stay in the Apartment at any one time. Obtain Management's written permission for any guest who wishes to stay in the Apartment for more than three (3) consecutive nights. Allow no individual guest to stay in the Apartment for more than a total of thirty (30) days in any calendar year, unless otherwise authorized in writing by Management. Not provide adult day care, child day care, home care, companion care, laundry services, pet care services, or any similar service for a fee or on a volunteer basis, except as approved in writing by Management.
- c. Be able to meet all requirements of residency established by Management, with or without necessary assistance. Participate in periodic evaluations of Tenant's ability to meet all requirements of residency. Obtain and be financially responsible for such other services and supplies in addition to those provided or made available by Management as are necessary for Tenant's safety and well-being, whether or not Management has given notice of termination of this Agreement. Possess the ability to live safely, with or without assistance or supportive services - safety considerations to include Tenant's safety, the safety of other persons, and the integrity of the building.
- d. Observe and abide by all policies, rules, procedures and regulations governing the operation of Highland Regency House of which Tenant or Tenant's Legal Representative and/or Designated Representative has notice, which may be changed by Management from time to time as otherwise provided in this Agreement.
- e. Execute a Pet Agreement and comply with the Pet Policy, including paying an additional Pet Deposit, if Tenant intends to keep an animal on the premises.



- f. Allow Management staff to enter Tenant's Apartment at any reasonable time to:
 - i. inspect, improve, maintain or repair the Apartment;
 - ii. do other necessary work or make other observations necessary to the health and safety of Tenant, other persons, or the building;
 - iii. show the Apartment to potential new residents at any time after notice to terminate this Agreement has been given by either Tenant or Management;
 - iv. make the Apartment ready for a new resident at any time after the Apartment has been vacated by Tenant;
 - v. provide services on a pre-arranged basis for Tenant; or
 - vi. other reasonable business purposes.

The Apartment may be inspected at least annually and more often as Management may deem necessary. Tenant may be present during any inspection of the Apartment conducted by Management if Tenant has provided Management with reasonable notice of Tenant's desire to be present. Management will be permitted access at any time without notice in case of an emergency or for any other reason permitted by law and will be permitted access upon reasonable advance notice during normal business hours for any other reasonable purpose.

- g. Make no changes, decorations, repairs, painting, wallpapering, removal of equipment, locks, fixtures, attachments, or furnishing provided by Management, or alterations in the interior of the Apartment of any kind without the prior written approval of Management and at Tenant's own expense, unless otherwise mutually agreed in writing. Management reserves the right to perform all work in the Apartment and to approve all paint and wall coverings prior to application. Permanent installations by Tenant, such as shelving, will immediately become fixtures and will remain in the Apartment upon termination of this Agreement.
- h. Not damage or misuse the premises or the Apartment or waste the utilities provided by Management, or allow Tenant's family members or guests to do so. Install and use no washers, dryers, waterbeds, or dishwashers, unless previously approved in writing by Management.
- i. Keep the Apartment and the equipment in the Apartment in good and clean condition and in the condition they were in at the commencement of this Agreement, ordinary wear and tear from careful use excepted. Permit Management to repair and restore at Tenant's own expense any and all breakage or damage done by Tenant or Tenant's family members or guests to any part of the Apartment or Highland Regency House or the furniture and equipment therein, including glass breakage, ordinary wear and tear from careful use excepted, and to recover the costs of such repair and restoration from Tenant. Tenant will pay such charges as described in Section 7.c. of this Agreement. Give notice to Management of all repairs needing to be made and notify Management immediately of any conditions in Highland Regency House or in the Apartment that are dangerous to human health or safety, or which may damage Highland Regency House or the Apartment or waste utilities provided by Management.



- j. Permit no conduct by Tenant or Tenant's family members or guests, either inside or outside, which disturbs other residents or their quiet enjoyment of Highland Regency House, endangers the safety or well-being of other persons, unreasonably interferes with the management or operation of Highland Regency House, necessitates the utilization of staff or outside consultant services, including but not limited to legal services, which are not included in the monthly rent or other normal service fees, or violates the No Smoking Policy of Highland Regency House. Cooperate with Management in providing a safe, healthy, and desirable place of residence and services for all residents. Not permit noises and not create nuisances in and about the premises which may disturb other residents.
- k. Be responsible for:
 - i. the costs of any loss, property damage, or repair or service (including plumbing problems) or injury to any person, including but not limited to Management's employees, caused by the acts of Tenant, Tenant's agents, family members, or guests, whether intentional or unintentional and whether or not under Tenant's control or direction;
 - ii. the costs of any loss or damage caused by inappropriate use of any feature of the Apartment, including as examples only and without limitation, doors or windows being left open, faucets being left open, toilet use, stoves being left on, and refrigerators being left open;
 - iii. all costs, including additional staff costs and reasonable attorney's fees Management incurs because of abandonment of the Apartment, any breach or violation of this Agreement, or other actions or failure to act by Tenant, or Tenant's guests, family members, or agents; and
 - iv. all costs, including additional staff costs and reasonable attorney's fees Management incurs with respect to Management's enforcement of this Agreement, including but not limited to any suit for collection, eviction, unpaid rent, or any other debt or charge.

Tenant will be billed for such costs, which will be paid by Tenant as set forth in Section 7.c. of this Agreement and Tenant or Tenant's estate will be responsible for such costs, whether or not this Agreement has been terminated.

- l. Comply with all local laws, ordinances and regulations covering the premises or the use thereof and avoid doing any act that will void the hazard or other insurance, or increase the rate of the same, maintained by Management on the premises. Not use or store any weapons or inflammable or explosive substances on or near the premises. Not engage in, either directly or indirectly, including but not limited to the actions of Tenant, any family member or guest, or other person whether or not under Tenant's direction or control, nor permit the Apartment or any location within or in the immediate vicinity of Highland Regency House to be used in any way for, any criminal activity whatsoever, including but not limited to acts of violence or threats of violence, discharge of any firearms, or the illegal manufacture, sale, distribution,



purchase, use or possession with intent to manufacture, sell, distribute, purchase or use a controlled substance, as defined by law.

- m. Provide Management with the vehicle license plate number and other identifying information for any vehicle Tenant operates or parks on Highland Regency House property or any property owned or managed by Management or in the adjacent neighborhood. Park no more than one (1) vehicle per Apartment unless otherwise approved in writing by Management. Park in designated parking spaces only. Pay all applicable underground garage stall rental fees. Not use any parking space or motor vehicle for storage of personal belongings. Maintain vehicle in drivable condition and in good repair, e.g., no leaking fluids. Be responsible for any storage and/or towing charges incurred by Management due to violation of these provisions and other motor vehicle policies. Follow all driving and parking rules established by Management for Tenant's safety and the safety of others. Not abandon motor vehicles in the parking lot, the underground garage, or on the street bordering the property of Highland Regency House.
- n. Cooperate with any efforts of Management concerning pest control.
- o. Vacate the Apartment and remove personal property from the Apartment, storage areas, common areas, and elsewhere on the premises of Highland Regency House at termination of this Agreement for any reason. Personal property not removed promptly may be removed and stored elsewhere by Management. Tenant will be responsible for all costs incurred by Management for failure to vacate the premises and/or remove personal property, including lost rental income, cost of moving and storage, and other related costs.
- p. Provide Management with current copies of any documentation establishing a legal relationship with a third party relevant to Tenant's performance under this Agreement, such as guardianship, conservatorship, durable power of attorney, trustee, living will, health care agent, health care power of attorney, health care directive, or other advance directives, and like documents. Provide Management with complete and current information about any legal proceedings relating to the authority of third parties to act on Tenant's behalf or to make decisions on Tenant's behalf, including but not limited to any guardianship or conservatorship proceedings. Provide updated information and certifications as may be requested by Management from time to time as reasonably relates to Tenant's continued tenancy at Highland Regency House.
- q. Involve Management in planning for alternative housing or alternative financial responsibility for the monthly rent and charges for other services when Tenant's private financial resources are reduced to an amount equal to nine (9) months' monthly rental and charges for other services.
- r. Comply with all other terms of this Agreement in a timely manner.

XIII. INSPECTION OF UNIT. Tenant agrees that representatives of the Owner including employees of any contractor, utility company, municipal agency or others authorized by Owner shall have the right to enter the unit to make inspection and repairs at any reasonable hour of the day with Tenant present or with Tenant's permission, or any time in the event of an emergency.



- XIV. DISPOSITION OF TANGIBLE PERSONAL PROPERTY.** If Tenant dies or is required to terminate occupancy for some sudden and unexpected health care reason, all of the Tenant's tangible personal property may remain in their unit and may be administered by Tenant, his/her assigns, heirs, or legal representatives. Tenant's personal property shall be removed from the unit not later than the time the Tenant is required to vacate the premises as described in Paragraph VII above. If such personal property is not removed, Owner may dispose of such property pursuant to Minnesota Statutes as applicable.
- XV. ASSIGNMENT.** Tenant shall not assign this Agreement or any rights created by this Agreement in whole or in part without the written consent of the Owner. Owner may assign this Agreement in whole or in part to any nominee or lender, either outright or as security for any present or future indebtedness of Owner, without the consent of the Tenant. Tenant hereby consents to any and all such assignments.
- XVI. SURVIVORSHIP RIGHTS.** If the Tenant is more than one person, the surviving Tenant who is an occupant of the unit and who has attained the age of fifty-five (55) years shall have survivorship rights in this Agreement. There shall be no survivorship rights in any person who has not attained the age of fifty-five (55) years or who not an occupant of the Facility is on or prior to the other Tenant's death. If a Tenant married an individual who is not a Tenant of the Facility on or after the date of this Agreement, the spouse of the Tenant is not entitled to occupancy of the unit or residency in the Facility unless such spouse meets all the criteria for admission to the Facility as are applicable to individuals applying for residency in the Facility on the date such spouse applies.
- XVII. ADMISSIONS AND DISMISSALS.** Tenant shall not have the right to object to the admission, terms of admission, placement, or termination of any other Tenant of the Facility.
- XVIII. BINDING EFFECT.** This Agreement is intended for the sole benefit of Owner and Tenant , and their respective heirs, assigns, and personal representative(s).
- XIX. SEVERABILITY.** This agreement shall be governed by and construed according to the laws of the State of Minnesota. If it should appear that any of the terms herein are in conflict with applicable law, those terms shall be deemed inoperative and null and void insofar as the conflict exists, such terms shall be deemed modified to conform to applicable law, and this Agreement as so modified shall remain in full force and effect.
- XX. GENDER CLAUSE.** As used herein, the singular may include the plural, the plural the singular, and the use of any gender may include all genders.
- XXI. ADDITIONAL MATERIAL.** By his/her signature affixed hereto, Tenant acknowledges receipt of a copy of this Agreement and the following materials which constitute part of this agreement by reference. The materials listed are the most current and will be provided to Tenant prior to Tenant's occupancy of the building:
- a. Management Contact Information
 - b. Satellite Dish Policy
 - c. Pet Policy
 - d. Storage Policy
 - e. Garage Space Policy
 - f. Pest Policy



g. Other: _____

XXII. MODIFICATIONS TO RESIDENCY AGREEMENT. This Agreement, and any addenda or schedules attached hereto, constitute the entire agreement of the parties. Except as provided herein, no provision of the Agreement may be modified or waived in any manner, including this section, without the written consent of Owner and Tenant.

Any waiver or release by Owner of performance or default by Tenant shall be in writing and shall not operate as a waiver or release of any subsequent performance or default by Tenant.

XXIII. THIRD PARTY BENEFICIARIES. This agreement is intended for the sole benefit of Tenant. No other person or organization may claim any right or benefit hereunder except as expressly provided in Section XV concerning survivorship rights.

_____ (Applicable if checked). Tenant designates _____ as an occupant pursuant to paragraph I. of this Agreement. Said occupant, by his/her signature affixed hereto, agrees to be bound by all the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto set their hand and seals this _____ day of _____, 20__.

Tenant Signatures

Signature 1 _____

Tenant 1 _____ Date _____

Signature 2 _____

Tenant 2 _____ Date _____

Signature 3 _____

Occupant not a Tenant (if any) _____ Date _____

To be completed by an Authorized Agent with Highland Regency House

Signature _____ Date _____